

# Warranty & Service Plan

During the term of your Vivint Agreement, Vivint will repair or service any defective part of your Vivint installed equipment (System) as follows:

If you selected Premium Service we will, so long as we are providing services included in your Agreement, repair and replace any defective part of the System without charge to you. If you decline Premium Service, however, you will have a period of warranty that lasts only one hundred and twenty (120) days after we complete the installation. We will repair or replace any defective part of the System without charge to you. After the initial one hundred and twenty (120) day period is up, we will, so long as we are providing services included in your Agreement, provide a replacement for any defective part without charge, but you are responsible to pay a service charge for each service call (at our then-current service fee), plus any applicable taxes. All charges for repair service are due and payable upon completion of the service call. We can use new or used parts of the same functionality, and keep all replaced parts.

## *How to Get Service:*

Contact Vivint support and let us know what is wrong with your System. We will provide service as soon as possible during our normal business hours, which are 8:00 a.m. to 6:00 p.m. Monday through Friday, excluding holidays we observe. A responsible adult (18 years and older) must be at the premises at the time we visit.

## *What is Not Included:*

Repair of the System is our only duty. This warranty does not include batteries or alarm screens. We make no other express warranty, including any warranty of merchantability of the System or its fitness for any special purpose. We do not warrant that the System will always detect, or help prevent any burglary, fire, holdup or other such event. We do not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, your failure to properly use the System, if someone other than us attempts to repair or change the System, or any other reason except a defect in the equipment or our installation. We are not liable for consequential or incidental damages.

By signing an Agreement with Vivint, you acknowledge that the warranty described here is our only warranty and there is no other or additional warranty for your System.

## *State Law:*

Some states do not allow a limitation on the duration of implied warranties or the exclusion or the limitation of consequential or incidental damages, so the above limitations or exclusions may not apply to you. In that case, the warranty gives you specific legal rights, and you may also have other rights that may vary from state to state.